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The Solicitors' Journal.

LONDON, OCTOBER 8, 1870.

WE ADVERTED IN A FORMER NUMBER (*ante* p. 831), to the fact that by the passing of the Naturalization Oaths Act, 1870, all reasons for delay in issuing the rules, subject to which certificates of naturalization are to be granted, were removed. The rules, or "Instructions," as they are termed, are now issued, and we print them in another column. They differ very materially from the "Regulations" issued in 1847 for obtaining certificates of naturalization under the 7 & 8 Vict. c. 66. The most important divergences are (1.) that the old Regulations required, in accordance with the 7 & 8 Vict. c. 66, the applicant to state in his memorial "on what grounds he seeks to obtain the right and capacities of a natural-born English subject," which is not now necessary; (2.) that neither of the four householders who now, as heretofore, are required to vouch for the respectability and loyalty of the applicant for naturalization, can now be his solicitor or agent; (3.) that the applicant is now required to have resided for five years within the United Kingdom *out of a period of eight years preceding the application*, whereas under the old system no previous residence was a necessary requisite; and (4) the oath of allegiance which the grantee must take was formerly required to be taken within sixty days from the date of the certificate, before a common law judge or a master in chancery, and a certificate of such taking had to be enrolled in the Court of Chancery, but now the oath may be taken at any time after the grant before a justice of the peace or commissioner to administer oaths in chancery, and after the oath is so taken and subscribed by the grantee, the oath and the certificate have to be registered at the Home Office, and this completes the formalities requisite upon a grant.

The fees payable on naturalization are £1 for the grant of the certificate and the necessary documents other than the memorial which must be drawn up by the applicant or his solicitor, and half-a-crown for the administration of the oath. A certificate of naturalization is thus placed pecuniarily within the reach of every alien to whom it would be desirable to grant one.

IN PREVIOUS YEARS WE HAVE generally found interesting matter for comment in the proceedings of the Jurisprudence and Law Amendment Department of the Social Science Association at their annual Congress. This year we have waited to the end of the late meeting and at last have been forced to conclude that the association has not produced anything calling for notice. Lord Neaves, as a Scotch judge, delivered a lengthy address, rather entertaining, though not, that we can see, particularly instructive. He regrets much the Scotch aversion to jury trial, believing, not only that it is the best mode of determining certain classes of facts falling within the comprehension of ordinary men, but that it has an excellent educational effect as to habits of accuracy, care, and impartiality on the classes who take part in it. But he thinks it was a mistake to require unanimity in Scotland, because the Scotch mind is so opinionative, and he rejoices that the rule was afterwards relaxed. He notices another objection to jury trial with which his countrymen have been credited—viz., on account of its finality,—because Scotchmen like "to take their case to review through a succession of tribunals, and they are not satisfied with any more peremptory process." If the Scotch like to have a ladder of many rounds open to them in their litigation—the thing which in our own schemes for amending our judicial system, we have aimed at cutting as short as possible—it must be that they are naturally litigious.

The most noteworthy papers read at the Congress were by Mr. Westlake and others, on the duties of neutrals as to contraband. Their general sense appeared to be an assent to the principle of international law as now understood, that neutrals are not to be expected to interfere with the trade of their own subjects, beyond warning them that any dabbling in contraband will be at their own risk. Dr. Waddilove said that, from the frequency of wars, belligerents had engrossed an undue amount of consideration on the part of neutral powers. Mr. S. S. Dickinson, M.P., thought the existing rule should be reconsidered. He appeared to disapprove of the policy of denouncing a traffic by proclamation, and yet allowing it to be legal. He thought there should be some direct inhibition as to the more unmistakeable commodities, such as arms. Captain Noble, of the Elswick Ordnance Works, said this would be an impossibility; either the exportation of arms must be entirely stopped in war time, or they must be allowed to go free.

On the whole, it will not do the Social Science people any harm to find once in a way that the public has not considered them worth listening to. Their object is good enough, but they are rather too fond of hearing themselves talk, and not particular enough about what they have to say. At their ordinary meetings, for instance, we sometimes find papers of a completely worthless description admitted.

WE TAKE THE FOLLOWING FROM the *Bookseller* of the current month :—

"The Law of Bankruptcy.—Having recently received a notification to the effect that a first dividend of 7d. in the pound was payable on the estate of Mr. ———, and that the accounts of the trustee were open to inspection, we availed ourselves of the opportunity to inquire whether the legal charges for winding up the estate bore anything like a due proportion to the extent of the dividend; in reply to the inquiry the trustee politely handed us the bill of costs, which we print in other pages. The firm of solicitors is doubtless one of respectability, and the charges are, we believe, such as they were legally authorised to make. No blame can therefore be attached to them for availing themselves of making their full charges—most other solicitors would do the same. But—and here we think all persons will agree with us—we most unreservedly condemn the law which allows such a state of things to exist. When a trader finds himself insolvent it becomes his duty to submit himself to the direction of his creditors, who should at once have a machinery at hand which will enable them to realise the estate in the most beneficial manner, and to divide the largest possible amount. It is scandalous that the assets should be eaten up in charges which might either be avoided altogether, or which under a different state of things would not cost one-tenth of the present amount. Our intention was to select and analyse some of the items, but this would perhaps weaken the case, which we think will arouse the indignant feelings of all."

This is a temperately written paragraph, and perhaps our contemporary will credit us when we say that no one would rejoice more than ourselves at the invention of a machinery for realising the estates of insolvents in a more beneficial manner than at present. The Legislature has recently abolished, as having been well tried and found

wanting, the system of winding up by means of official assignees; and under the new law the process of winding up is left to be conducted more by the creditors themselves. If the *Bookseller* or anyone else will suggest some "machinery" by which the costs of winding up and realisation may be reduced to a *bonâ fide* minimum, it shall have our hearty support. But we are afraid that our contemporary thinks more possible than really is so, and what makes us think so is his speaking of the "legal charges for winding up the estate" bearing "a due proportion to the extent of the dividend." There is a misconception here. The creditors may permit or refuse to permit the trustee to employ a solicitor, and when a solicitor is employed, the extent to which his services shall be made use of in the work of realisation is in the option of the trustee. In the case alluded to by the *Bookseller*, we find the trustee employing the firm of solicitors whom the debtor had employed to pilot his affairs in the bankruptcy, to write letters to creditors and debtors, get in debts, and pay small amounts, &c., &c. The trustee might if he had chosen have done all this himself. We do not mean to say whether or not it is a trustee's duty to take on himself labour and expenditure of time for which he will be paid nothing; but it is certain that if he employs a solicitor to do the work for him, the latter has, as any other workman has, the right to be paid for time and trouble. But it is a mistake to assume that such "legal charges" *can*, in the nature of the case, be in any manner "proportionate to the extent of the dividend." The solicitor is to be paid for the amount of the work which he has done, the number of letters he has had to write, &c., &c., and that amount of work done has nothing to do with the proportion which the debtor may pay in the pound. If someone owes twenty-five shillings to the estate, and the trustee wishes the solicitor to get it in, the trouble may be neither less nor more than if the sum was £25, but the solicitor can claim to be paid for the amount of trouble he has taken, and is entitled to nothing more. Of course it is annoying to creditors in the last degree to receive only a few pence in the pound; and angry men can hardly be expected to be just. All the same it *is* exceedingly unjust to reproach the lawyer for charging for his work done, work which may cost him just as much pains as if the dividend were 17s. instead of 7d. Where improper charges are made, the public are not readier than the profession with the wish for a prompt exposure.

WE ARE VERY GLAD TO FIND that Mr. H. T. J. Macnamara, of the Oxford Circuit, has reconsidered his acceptance of the vacant police magistracy, and withdrawn from the appointment.

BILLS OF LADING.

There are few documents whose use is so frequent and form so seldom varied as bills of lading. These instruments are signed by the master of the vessel in which the goods mentioned in them are shipped, and they are used not only as receipts for goods shipped, but are also most extensively employed as securities for the purpose of raising money. The nature and operation of these documents is very peculiar. They contain in terms only a receipt for the goods mentioned in them and a contract to carry such goods from one to another specified port, certain risks being excepted. Long before there was any statutory regulation on the subject, bills of lading were constantly assigned from hand to hand as if they had been negotiable instruments. In law they were not originally negotiable, and the assignment of them did not give the assignee any right to sue in his own name upon the contract contained in them. When, however, there was a sale of goods specified in a bill of lading, the contract of sale passed the property in the goods to the vendee according to the common law rule, and the vendee acquired all rights depending solely on property, for instance, the right to bring trover if the holder of the goods wrongfully refused to give them up. As the bill of lading is a receipt for the goods shipped as well as a contract to carry them, the vendor of the goods always assigned the bill of lading to the vendee at the time of the sale. The assignment is made by indorsing the bill in the name of the vendor, and the bill of lading so indorsed became equivalent to an order to the master of the vessel in which the goods were shipped, to deliver the goods to the assignee. If such delivery was wrongfully refused the assignee might maintain trover for the goods which belonged to him under the contract of sale, but he could not formerly sue in his own name, *upon the contract* in the bill of lading, that contract being a mere *chose in action*, and, therefore, not assignable at common law.

This application of the old rule that a *chose in action* is not assignable was often found very inconvenient, and a statute (18 & 19 Vict. c. 111), was passed called the Bills of Lading Act, which renders bills of lading negotiable instruments, that is, the assignee of a bill of lading can now under this statute sue in his own name upon the contract of carriage contained in the bill of lading. This increased facility for the transfer of bills of lading has also increased the use of them as securities for money. In addition to the use of bills of lading as receipts, and now as negotiable instruments, they have also a peculiar operation in consequence of their being treated as symbols of property. The transfer of the property in, and the possession of a bill of lading is equivalent to a transfer of the property and possession of the goods represented by the bill of lading. The sale of the goods would transfer the property from the vendor to the vendee, but if in addition the bill of lading is transferred, the vendee obtains the same rights as if the possession as well as the property had been given to him. This is well illustrated by the law that the sale of goods does not determine an unpaid vendor's right of stoppage in *transitu*, but the transfer of the bill of lading for the goods puts an end to that right altogether (*Lickbarrow* v. *Mason*, 5 T. R. 683). This effect of a bill of lading was recognised long ago, and is not affected by the Bills of Lading Act.

The effect of the assignment of bills of lading under somewhat peculiar circumstances was much considered in *Meyerstein* v. *Barber* (18 W. R. H. L. 1041). The facts of the case were rather complicated, but so far as they raised the points of law in question they were as follows: Goods were consigned from Madras to London, for which bills of lading in three parts, in the ordinary form, were given by the master of the vessel in the usual way. The goods were landed at a wharf in London, but were under a stop for freight under the Merchant Shipping Act, 1862. The effect of such a stop is that the consignee, or the holder of the bill of lading for the goods, cannot obtain them until the freight is paid. There had been some prior dealings with the bills of lading as securities; but finally, on the 4th of March, 1865, while the goods were under the stop for freight at the wharf, the consignee of the goods (one Abrahams) duly obtained possession of the bills of lading from a bank where they had been deposited, and paid off the money for which they had been a security. Abrahams then held the three parts of the bill of lading, and was absolutely entitled to the goods at the wharf, subject only to the liability to pay the freight. Abrahams then obtained from the plaintiffs a sum of money on the security of these goods, and duly indorsed and transferred to the plaintiffs two parts of the bill of lading. The plaintiffs believed that the third part was held by the master of the vessel in respect of the unpaid freight. On the 6th of March Abrahams obtained an advance on the same goods from the defendants on the security of the bill of lading, and indorsed and transferred to the defendants the third part of the bill of lading, which had remained in his possession. The defendants had no knowledge that the other two parts had been already transferred by Abrahams, nor

did they know that the goods had arrived. Subsequently, and as soon as they knew that the goods had arrived, the defendants lodged their part of the bill of lading at the wharf, and the freight having been paid, had the goods transferred to their names, and obtained delivery warrants and sold the goods. The question was substantially to whom did these goods belong, to the plaintiffs or to the defendants? One of two innocent parties must suffer by the fraud.

The plaintiffs contended that they got the bill of lading, and thereby obtained both the property in the goods and also that which was equivalent to the possession of the goods. The defendants argued that, as they obtained a part of a bill of lading in perfect good faith, and as they had completed their right by having the goods transferred to their names, that they ought to be preferred to the plaintiffs, even admitting that the transfer of the bill of lading had, under the circumstances, the usual effect. They further contended that, as the goods had been landed before the 4th of March, and as on that day Abrahams had all the parts of the bill of lading in his hands, and was entitled to the goods on payment of freight, that the bill of lading had completed its object, and its operation as a symbol of property was determined. In short, that on the 4th of March there was no bill of lading, in the strict sense of the term, in existence. The House of Lords, affirming the unanimous judgments of the Court of Common Pleas and of the Exchequer Chamber, decided against the defendants on both points. The Lord Chancellor says "the proposition of law is clear that an indorsement of the bill of lading carries with it the property in the goods, when the goods are at sea;" and again, further on, he says, "the holder of the first assignment for value," although he does not get all the parts of the bill, "obtains a priority over those who obtain possession of the other bills." This result follows necessarily from the fact that there is only one bill of lading, although it is drawn in several parts. Where the *bona fide* assignment of one part is made, that part is the bill of lading, and the other two are but duplicates. This being the general law, the only question was, in the words of the Lord Chancellor, "whether or not the bills of lading had fully performed their office, and were discharged and spent at the time that the plaintiffs took their security." All the learned lords held that a bill of lading was not discharged until, in the words of Willes, J., in the court below, "a complete delivery of possession of the goods has been made to some person having a right to claim them under it." As there had been no such dealing in this case, the bill of lading was not discharged when the plaintiffs took it. Lord Westbury also says, "It is unquestionable that the handing over the bills of lading for any advance, under ordinary circumstances, as completely vests the property in the pledgee as if the goods had been put into his own warehouse. There can be no doubt, therefore, that the first person who for value gets the transfer of a bill of lading, though it be only one of the three bills, acquires the property, and all subsequent dealings with the other two bills must in law be subordinate to that first one, for this reason—because the property is in the person who first gets a transfer of the bill of lading."

The two points decided in this case have generally, we believe, been recognised as settled law, before the decision in *Meyerstein* v. *Barber*. No reported case had, however, directly so decided. These points are now conclusively settled by the decision of the Ultimate Court of Appeal, and the decision is quite in accordance with the mercantile practice which has hitherto prevailed in dealing with bills of lading. It is to be observed that although the first *bonâ fide* assignee of one part of a bill of lading gets a complete title to the goods, yet he may lose all right to them if he is guilty of *laches*. If by his negligence he allows the other parts of the bill to get into the hands of innocent holders for value, he may be prevented from setting up his own title by the application of the rule of *estoppel in pais*. The judgments do not deal with this question in detail. They only decided that the plaintiffs had not been guilty of any *laches*. It must also be remembered that the decision in *Meyerstein* v. *Barber* deals only with the rights of property acquired by the assignee of a bill of lading. It does not touch the question of the right or duty of the master of a vessel to deliver the goods to the holder of any one part of the bill of lading, whether such holder has or has not the property in the goods. Lord Westbury, who notices the point says, "It might possibly happen that the shipowner, having no notice of the first dealing with the bill of lading, may on the second being presented by another party, be justified in delivering the goods to that party. But although that may be a discharge to the shipowner, it will in no respect affect the legal ownership of the goods, for the legal ownership of the goods must still remain in the first holder for value of the bill of lading, because he had the legal right to the property."

JUDICIAL STATISTICS, 1869.

PART I.

Besides the usual information contained in these returns, we have, for the first time, a statement showing the number and offences of persons convicted at assizes and sessions against whom previous convictions were proved, and who consequently became subject to police supervision under the Habitual Criminals Act, 1869. This part of the returns, however, conveys but little instruction, seeing that it comprises only the short period between the date of the passing of the Act—the 11th of August—and the end of the year, 1869.

The numbers of the police and constabulary force in England and Wales are but very slightly altered from those of the year ending 29th September, 1868. In 1869 the number of the police force was 25,897, consisting of 4 commissioners and assistant-commissioners, 4 district superintendents, 1 inspecting superintendent, 56 chief constables of counties, 144 head constables of boroughs, 513 superintendents, 872 inspectors, 2,623 sergeants, 20,946 constables, 309 additional constables, and 425 detective officers. The principal difference in the constitution of the force consists in the circumstance that in the Metropolitan Police Force 4 district superintendents and 1 inspecting superintendent, officers ranking after the assistant-commissioners, were appointed during the year, and that, amongst other items, there were 15 more sergeants and 206 more detectives, while the increase is partly compensated by a reduction of 174 in the number of constables. The total number gives one for every 844.4 of the estimated population, while in 1868 the proportion was one for every 838.1. When we remember that far less than half the number of the police are on duty at any one time, it appears that, on the most liberal calculation, there is one constable for the protection of about seventeen hundred of her Majesty's subjects, and it cannot be admitted that this one constable is in every case more than equal to his work, nor that the country can afford to reduce the numbers of the police force. Notwithstanding the reduction already pointed out, the pay of the force is increased by no less a sum than £34,259, and it may be presumed that greater efficiency is expected. This difference would be sufficiently accounted for by the payment of salaries to 206 extra detectives. In 1868 the cost of the police under the heading of salaries and pay was £1,573,463, and the total cost was £2,084,596; in 1869 the amounts were £1,607,723, and £2,116,884 respectively. Each man cost on the average £81 14s. 10d., being £1 0s. 11d. above the average cost of each man in the previous year. Out of the total amount (£2,116,884) of the cost of the police, the sum contributed by the public revenue was £448,068, the remainder being provided from local sources.

As regards the returns of the number of depredators, offenders, and suspected persons at large, so far as known

to the police, it should be pointed out that hitherto the tables have included headings for "prostitutes" and "vagrants and tramps," but it having been considered that any returns as to the former class must necessarily be uncertain and imperfect, and that, as to the latter class, the term is vague and liable to be differently understood, these headings have been omitted in the returns for 1869, and any persons of either of these classes known to the police as offenders or suspected persons are included under their proper classification. In 1868 these classes alone added nearly 62,000 to the number of criminals at large and suspected persons, an addition which was not warranted by circumstances, independently of the want of accuracy now admitted. Making allowance for the deduction of these 62,000, the returns show that in 1868 the criminal classes and suspected persons at large were 56,584, while in 1869 they numbered only 54,249, a decrease of 2,335, or 4.1 per cent. In the metropolitan police district alone the decrease amounts to 1,436, or 24.8 per cent. It is satisfactory to know that the decrease in the metropolis is attributed in a great measure to the success of the police in obtaining the conviction of many notable offenders, and to their stricter vigilance in forcing others to remove. As in former years, the decrease per cent. in the number of known criminals at large is greater in the metropolitan district than in any other of the groups of places into which the country is divided for the purposes of this return.

In addition to the criminals at large, there were in local prisons (exclusive of debtors and naval and military prisoners), 19,596, in convict prisons 8,864, and in reformatories 4,318, making a grand total of 87,027 as the number of criminals in the country. This number is 641 less than in 1868.

The number of indictable offences committed in 1869 was 58,441, being a decrease from that of 1868 of 639 In respect of these offences 29,278 persons were apprehended, a smaller number than those apprehended in 1868 by 251. There is in 1869 a slight increase in the proportion the number of persons apprehended bears to the number of indictable offences committed, but the increase is merely fractional, the proportion being in 1869, 50.09, and in 1868, 49.9 per cent.

The persons apprehended when brought before the magistrates were disposed of as follows:—

Discharged for want of evidence ...	7,417
" for want of prosecution ...	1,869
" on bail for further appearance if required	122
Bailed to appear for trial	1,679
Committed for want of sureties ...	43
Committed for trial	18,148
	29,278

It appears from this that the number of persons apprehended is about 49·5 per cent. of the known number of indictable offences committed, and that out of the number apprehended 31·7 per cent. were discharged by the magistrates, and therefore that in respect of nearly five out of every six crimes known to have been committed no punishment is awarded.

The principal offences enumerated as having been committed in 1869 are—151 murders, 61 attempts to murder, 699 cases of shooting at, wounding, stabbing, &c., 236 cases of manslaughter, 3,444 of burglary, 1,768 of housebreaking, 716 of robbery with violence, and 40,432 larcenies. There were 22 more murders in 1869 than in the previous year, and 23 more cases of shooting at, wounding, &c., but in the cases of manslaughter there was a decrease of 9.

Under the head of summary proceedings before the magistrates, it appears that 517,875 persons were proceeded against, and that 372,707 were convicted, the remaining 145,168 being discharged. In order to arrive at the total number of convictions during the year, 14,870, the estimated proportion convicted of the 19,827 persons committed for indictable offences, must be added to the number of those summarily convicted, and by this means we obtain the number 387,577, as the convictions of the year, being 25,143 or 6.9 per cent. more than in the preceding year. The summary convictions alone were 25,249 more than in 1868. Again there appears to be an increase in the proportion that summary convictions bear to the numbers proceeded against summarily. In 1867 this proportion was 70.6 per cent., in 1868, 70.7 per cent., and in 1869, 71.9 per cent. The males proceeded against continue to be about 80 per cent. of the whole number, the remainder being females.

Among the penalties inflicted in respect of these 372,707 summary convictions, we find that 51,314 were imprisoned for periods varying from fourteen days to six months and upwards, and that 41,340 were imprisoned for periods of fourteen days and under; 2,609 were sent to reformatories and industrial schools, 232,624 were fined, and 811 were whipped, the latter punishment being inflicted in 102 more cases than in 1868.

Among the entire number of persons apprehended for indictable offences, and of those summarily proceeded against it appears that 21,001 were known thieves, and that 209,832 were of previous good character, and the character of 34,152 was unknown. The number of known thieves at large was 12,434 of whom 1,825 were to be found in the metropolitan district.

In the year 1869 the number of appeals to Quarter Sessions from the decisions of justices was 95, being 11 more than in 1868, and 4 more than in each of the three preceding years; 53 of the decisions appealed against were affirmed, and the remainder were quashed. Thus there was only one appeal to every 5,536 summary convictions, and only 1 conviction in 12,280 was quashed; but we can have no statistics of the great mass of cases in which parties are too poor or too ignorant to appeal.

Besides the appeals to Quarter Sessions 10 appeals were removed into the Court of Queen's Bench, 4 of which were argued, in 2 of which the judgment was for the appellant, and in two for the respondent.

In 1869 there were 57 cases stated for the opinion of the Superior Courts, of which 49 were removed into the Court of Queen's Bench, 5 into the Court of Common Pleas, and 3 into the Court of Exchequer; 51 of these cases were argued, in 19 the judgment was for the appellant, and in 27 for the respondent, and 4 cases were remitted. The number of cases so stated in 1868 was 49.

Coroners' returns show the number of inquests held during the year to have been 24,709, being 65 less than in the previous year. Verdicts of murder were returned in 1869 in respect of 165 infants one year old and under, being 1 less than in 1868. The total number of verdicts of murder was only 265. Inquests were held on 6,884 infants seven years' old and under, and 1,643 on children between the ages of seven and sixteen. Of the children seven years' old and under 21·0 per cent. are said to have been illegitimate.

The expense of holding inquests amounted to £77,546 13s., being an average of £3 2s. 9d. for each inquest; in 1868 the total cost was £76,520, and the average for each inquest was £3 1s. 9d.

LEGISLATION OF THE YEAR.

CAP. XXXV.—*An Act for the better apportionment of rents and other periodical payments.*

The old rules of common law did not make any apportionment of rent in cases where the recipient died between two rent days. Thus, where the interest of the deceased determined with his death, and the lease was not binding on his successor, the portion of rent for the interval between the last rent-day and the death was actually lost. The representatives of the deceased could not sue for it, and as no other person had any claim, the lessee might keep it in his own pocket. To the hardship arising from this state of the law was added some amount

of uncertainty arising from the well meant efforts of the Court of Equity to get over the injustice by applying rules of its own, equitable enough in their particular operation. In those cases in which the lease was binding on the successors, the common law awarded the whole of the current instalment to the heir, or devisee, or reversioner, or remainderman (as the case might be), not making any apportionment in favour of the executor or administrator. Thus, taking *par example* the simplest case, that of a lease made by owner in fee who afterwards died midway between two rent days; as the rent, though *accruing* due *de die in diem*, became *payable* only on the periodical rent-day, the executor or administrator could claim nothing for the interval between the last rent-day and the death, and the heir or reversioner, &c., would be entitled when the rent-day came to receive the whole instalment, thus getting the rent for a portion of time *antecedent to the commencement of his own estate in possession*. (It need hardly be explained that *arrears* of rent, that is, instalments which had actually become payable at rent-days prior to the death, went to the executor or administrator.) Somewhat similarly it was held in the case of dividends on the public stocks that where a testator, entitled to the dividends for life, died between two dividend days, his executors could claim no apportionment, but the whole half-year's dividend should go to the reversioner (*Pearly* v. *Smith*, 3 Atk. 260; *Michell* v. *Michell*, 4 Beav. 549, &c.). *Secus* as to the interest on money lent: the distinction may seem to be one involving no difference, but as to periodical payments of that kind it was considered that the interest on a loan is not one entire thing, but an aggregate of many things, and so there should be an apportionment, right and left, of the interest accrued before the death and the interest accruing after. Even where the money had been secured on mortgage (*Wilson* v. *Harman*, 2 Ves. Sen. 673), or bond (*Banner* v. *Lowe*, 13 Ves. 135) conditioning it to be payable by periodical instalments, it was held that there ought to be an apportionment, "because there interest accrues every day for forbearance of the principal" (Lord Hardwicke in *Pearly* v. *Smith*, *ubi sup.*).

The Apportionment Act (11 Geo. 2, c. 19) remedied partially the injustice arising from the old common law rules. Applying only to land and to those cases in which the lease was not binding upon the successor, it gave to the executors or administrators of the deceased tenant for life the power of recovering from the lessee a due proportion of the current instalment of rent.

Some doubts as to the application of that Act to certain cases of tenancy *pur autre vie* were provided for by the subsequent Apportionment Act, 4 Will. 4, c. 22. After declaring that the Act of Geo. 2 should be taken to apply to the case of leases determining at the death of the maker, though such maker should not have been strictly tenant for life, the Act of Will. 4 proceeded to carry the apportionment further; its second section provides that not only rents, but annuities, pensions, dividends, moduses, compositions, and all other periodical payments payable under subsequent instruments, shall be apportioned. But, having regard to the preamble of this Act, it has been settled by the decision in *Brown* v. *Amyott* (3 Hare, 173), followed in *Re Clulow's Estate* (5 W. R. 544, 3 K. & J. 689), that the Act, like the Act of Geo. 2, applies only to those cases in which the interest of the deceased was *one which determined at his death*. Therefore, in the case which we took just now of a lessor seised in fee dying between two rent-days, the Act of Will. 4 effects no apportionment between heir and executor. It is important, too, to note this difference between the Acts of Geo. 2 and Will. 4. The Act of Geo. 2, applying to cases in which the lease is not binding on the successor, gives the representatives of the deceased power to sue for the apportioned rent; but the 2nd section of the Act of Will. 4 includes cases in which the lease, &c., continues in force under the successor, and the section provides that as to those cases the party who has to make the payment is to make it to whosoever would have been entitled before the Act (*i.e.*, to the successor), and the latter is to account for the proper proportion to the representatives of the deceased. Moreover, as to such rents &c., continuing to the successor, and therefore not within the Act of Geo. 2 (*e.g.*, leases under a power), as might have been created before the Act of Will. 4 (of course at this date such cases must be getting scarce), the Act of Will. 4 would not apply, and consequently in such cases there would be no apportionment between the successor and the representatives of the deceased.

It was held in *Re Markby* (4 M. & Cr. 484) that the Act of Will. 4, and in *Cattley* v. *Arnold* (7 W. R. 245, 1 J. & H. 651) that the Act of Geo. 2, did not include tenancies from year to year created by parol.

Such being the state of things under the common law, with the superimposed statutes of Geo. 2 and Will. 4, the present Act is intended to fill up the chinks between the two former Acts. Section 1 therefore enacts that after the passing of the Act (1 Aug. 1870) "*all* rents, annuities, dividends, and other periodical payments in the nature of income (*whether reserved or made payable under an instrument in writing or otherwise*) shall, like interest on money lent, be considered as money accruing from day to day, and shall be apportionable in respect of time accordingly." So that when the death happens after the 1st of August last, the Act applies to periodical payments created at any date whatever. Thus in the simple case which we have twice instanced, if an owner in fee, having leased for twenty-one years ten years ago, dies hereafter, midway between two quarter days, his next of kin will get half a quarter's rent, and the heir the other. By section 3 the apportioned rent is to be payable or recoverable when the next entire instalment *would* have been payable or recoverable.

Section 4, following the distinction already made by the two former Acts, between cases in which the rent does and does not continue, provides, in substance, that in the latter case the representative of the deceased shall be entitled to recover the apportioned payment directly from the person liable to make the payments; while in the former case the paying party is to pay the successor, who is to account to the representatives of the deceased.

The Act is not to comprehend payments under insurances, or any case in which apportionment is stipulated against. It extends to Scotland and Ireland, as to which latter principality the deficiency was already partly supplied by the 49th section of 23 & 24 Vict. c. 154.

CAP. XXXIX.—*An Act to facilitate the transfers of ecclesiastical patronage in certain cases.*

The 6 & 7 Will. 4, c. 77, appointed the Ecclesiastical Commissioners, with power to hold land notwithstanding the Mortmain Acts. The 3 & 4 Vict. c. 113, s. 73, empowered the commissioners to make arrangements for bettering the endowments or spiritual provision of ill-endowed parishes or districts, by exchanges or other changes of patronage agreed on by patrons with the consent of the bishop. The 4 & 5 Vict. c. 39, s. 22 empowers them to do this, notwithstanding that the patronage belongs to an ecclesiastical corporation. The 31 & 32 Vict. c. 114, s. 12 enacts that whenever a scheme of the commissioners for transferring, for the purpose above mentioned, "any advowson or other estate, or interest in real property" to any person or ecclesiastical corporation, has been ratified by Order in Council, such scheme shall thereupon operate to effect the transfer, without any conveyance being necessary.

The present Act enacts as to such transfers for better providing for the cure of souls, that the powers and provisions of the enactments above mentioned "shall be held to authorise the transfer, by the process and with the consent therein mentioned, of the ownership of any advowson or other right of patronage in any ecclesiastical preferment, or any estate or interest in the same." From which it would seem that the object of this Act is

to include such patronage as may not be comprehended within the term advowson. *Exempli gratiâ*, the Ecclesiastical Commissioners may now commit simony by dealing in next presentations under their scheme.

CAP. XLIV.—*An Act to declare the stamp duty on certain leases.*

The circumstances which led to the passing of this Act are well known to practitioners, and were thoroughly discussed in our columns* during their progress. We shall, therefore, deal with them very briefly on this occasion. Section 16 of 17 & 18 Vict. c. 83, provided that where a deed or instrument chargeable with an *ad valorem* duty "shall be made also for *any further or other valuable consideration*," it should be also chargeable with "such further stamp duty as any separate deed or instrument made for such last-mentioned consideration alone would be chargeable with, except progressive duty." In those cases in which a lessee covenants to build, repair, or do any other substantial or expensive act, it was never supposed, either by the Commissioners of Inland Revenue or the profession, that such covenant was intended to be included in this section as a "further or other valuable consideration." At any rate the commissioners never charged the further duty, which in such a case would be the 35s. deed-stamp. But about the end of last year the commissioners suddenly discovered that such covenants rendered the leases chargeable with the extra duty; and in *Boulton's case* (18 W. R. 351), the Court of Exchequer decided that this was so. We understand that the section was framed in order to hit a particular power of lease in large use between a Devonshire Earl and a town corporation. The hardship involved in the new found application of the statute is obvious. The *ad valorem* stamp might be 5s. and a covenant to repair would entail a further 35s. Moreover the thousands upon thousands of leases which had been made under the old practice of the commissioners without the additional duty were now for the first time found to be insufficiently stamped.

To remedy this hardship the present Act provides that no lease already made or hereafter to be made and charged with an *ad valorem* stamp shall be chargeable with any further duty by reason of the "further consideration of a covenant by the lessee to make, or of his having previously made, any substantial improvement of or addition to the property demised to him on any usual covenant." The reader will take notice that a subsequent Act is passed this session, dealing with the stamp duties at large.

RECENT DECISIONS.

EQUITY.

INTERNATIONAL COPYRIGHT—"TRANSLATION."

Wood v. *Chart*, V.C.J., 18 W. R. 822.

The International Copyright Act (15 & 16 Vict. c. 12) provides (section 8) that no author of a nation with whom a convention has been concluded, shall be entitled to the benefit of the Act, unless upon compliance with several requisitions, one of which, in the case of dramatic pieces, is, that the translation sanctioned by the author must be published within three calendar months of the registration of the original work. This is a condition precedent to the right to sue. The Act contains no definition of the translation, but, judging from section 4, which enables the Crown, in certain cases, to empower authors of dramatic pieces to prohibit the representation of any translation of such dramatic pieces not authorised by them, the word seems to imply something which is capable of being put on the stage, and is therefore an adaptation rather than a word for word version. The Vice-Chancellor's view is that the requisite translation is something to give the English reader an opportunity of knowing the foreign work as accurately as it is possible to know a work in a foreign tongue, by the medium of any version. Such a translation would be like a schoolboy's "crib," and be wholly unfit for representation.

The result of the decision will probably be that, in obedience to a suggestion of the Vice-Chancellor, the Act will be complied with by the registration of a literal translation, which nobody will read, but will serve to protect the adaptation which will be brought out under its shelter.

BANKER AND CUSTOMER—SPECIFIC APPROPRIATION.

Ex parte Massey, M.R., 18 W. R. 818.

The relation between a banker and his customer is often misunderstood. The relation is in general simply that of debtor and creditor. Money paid into a bank becomes part of the general assets of the banker, and he is merely a debtor by simple contract for the amount (*Devaynes* v. *Noble*, 1 Mer. 530; see *Carr* v. *Carr*, *ib.* 541n.

In *Foley* v. *Hill* (1 Ph. 399) a customer deposited with his bankers a sum, to be repaid with interest. In other words, he opened a deposit account. This was in effect a loan to the bank, and accordingly when upwards of six years had elapsed since the last transaction with reference to the account, the defence of the Statute of Limitations was successfully raised in a suit brought by the customer against the banker for an account.

The *ratio decidendi* in *Ex parte Massey* was that the money deposited with Barned's Bank, even with a direction to apply it to a specific purpose, was only a debt due from the bank to the depositor; and that he in consequence, the money not having been so applied, could only come in to prove in respect of it with the general creditors. In order that a sum may be ear-marked, there must be not only a direction to the banker to appropriate it for the particular purpose, but also the banker must have so appropriated it, either by carrying it to a separate account in his books, or otherwise. In *Farley* v. *Turner* (5 W. R. 666), the facts of which are stated in our report of *Ex parte Massey*, there was this feature, which distinguishes it from *Ex parte Massey*, that the banker not only received the money in obedience to his direction, but provided a fund in his books to meet the bill; to the discharge of which the fund so provided was accordingly held to be appropriated.

THE FIDUCIARY POWER OF DIRECTORS OF LIMITED COMPANIES.

Gilbert's case, L.J.G., 18 W. R. 938.

It was established by *Weston's case* (17 W. R. 62, L.R. 4 Ch. 20) that directors of limited companies have no inherent power to refuse to register proper and valid transfers of shares except where the articles of association enable them to do so. It is also settled by *De Pass's case* (7 W. R. 682), *Chinnock's case* (8 W. R. 255), and other cases, that a shareholder may lawfully transfer shares held by him at any moment, for the mere purpose of escaping liability, provided the transfer be absolute. The peculiarity of *Gilbert's case* was that Mr. Gilbert was a director, and the Master of the Rolls, admitting that an ordinary shareholder in a limited company can immediately get rid of all his liabilities by a transfer, considered that a director was not at liberty, by doing so, to throw an increased liability on the remaining members, of whose interests he was the trustee. It would appear, however, from the report of the decision in *Gilbert's case* on appeal, that a director is, in general, equally free with any other shareholder, to get rid of his liability, except as regards shares held by him by way of qualification for the post of director, which he must retain, or if he does not hold, will be charged with.

But, although directors have, like ordinary members of companies, a right to free themselves from responsibility by an out and out disposal of their shares, without retaining any interest in them, such right must be exercised, in the case of directors, with due regard to the fi-

* *Ante* pp. 108, 292, 309, 329, 371.

ciary position they occupy. The directors in *Gilberts case* ought, in the due exercise of the confidence reposed in them, to have made a call upon a particular day. They postponed the call in order to get their shares transferred, and for no other purpose. That postponement was an improper exercise of their powers, and the Court accordingly held them to the same consequences as if the call had been made when it ought to have been made, and the result was that the transfers were determined to be void.

CHARGES ON UNPAID CAPITAL.

Re Sankey Brook Coal Company, V.C.J., 18 W. R. 914.

In this case a power to pledge, mortgage, or charge the works, hereditaments, plant, property, and effects of the company, by way of security for money borrowed, was held not to authorise the directors to mortgage the proceeds of future calls generally. The case is quite covered by the authorities. The Vice-Chancellor followed *Ex parte Stanley* (12 W. R. 894), where the power extended to borrowing on the security of "the funds and property" of the society. *King* v. *Marshall* (12 W. R. 791) is to the same effect. Calls, when actually made, may be pledged, though the time for payment has not arrived, under a power to pledge the effects of the company, and it seems that the proceeds of a particular call, which the directors then and there decide upon making, may be lawfully pledged under such a power, though the call be not actually made at the time (*Re Sankey Brook Company*, 18 W. R. 427). But it is well settled that future calls generally cannot be pledged under such a power as that in the present case, nor indeed, we submit, under any circumstances, unless the right be expressly conferred by the articles. It is not conceivable that the Court would imply, in the absence of express words, that the intention was to confer such a power, the exercise of which would disable the directors thereafter from exercising their judgment in the company's affairs.

PATENT SUITS—JURISDICTION.

Betts v. *Gallais*, V.C.J., 18 W. R. 945.

The Vice-Chancellor's remarks in this case upon the well-known case of *Davenport* v. *Rylands* (14 W. R. 243, L. R. 1 Eq. 302) deserve a passing notice. The bill in *Davenport* v. *Rylands* was filed in November, 1864, to restrain the infringement of the plaintiff's patent for the manufacture of chenille. Owing to the plaintiff having made no application to have the cause advanced, the cause was not heard until December, 1866, after the patent had expired. The plaintiff succeeded in showing that, at the time of filing the bill, there was an equitable case; and, accordingly, Vice-Chancellor Wood, who at first doubted whether any relief could be given, there being nothing to enjoin, granted the inquiry as to what damages the plaintiff had sustained, with costs up to the hearing. So in *Fox* v. *Dellestable* (15 W. R. 194), where the patent had expired pending the suit, Vice-Chancellor Malins held that the plaintiff would be entitled to an account, although the patent had expired, on the Court being satisfied of the validity of the patent. As Vice-Chancellor Wood pointed out in *Davenport* v. *Rylands*, it would be a narrow conclusion to put on a beneficial Act (Lord Cairns' Act to wit) to say that a bill must be dismissed, and the parties sent to law, because the jurisdiction to grant an injunction had determined. There could be no ground for saying that the plaintiff had not been as diligent as he might have been in prosecuting his suit because he had refrained from applying to have the cause advanced. What the Vice-Chancellor condemned in *Betts* v. *Gallais* was a species of fraud upon Lord Cairns' Act. A plaintiff files his bill four days before the expiration of his patent, for an injunction, an account of profits, and inquiry as to damages, when he must have known that no application for the injunction could be entertained. As the Vice-Chancellor observed, the patent, for all practical purposes, had expired when the bill was filed, and the proper remedy was therefore by an action for damages, and not by a suit in equity.

DOUBLE PROOF—PRINCIPAL AND INTEREST—APPROPRIATION.

Ex parte Warrant Finance Company, M.R., 18 W. R. 961.

A creditor who has a right of double proof, *i.e.*, a right of proof for the same debt against two estates, goes on receiving dividends from both estates until he has been paid his principal, interest, and costs in full. This is the rule in bankruptcy, and the rule in winding up is the same (*Ex parte Warrant Finance Company*, 18 W. R. 102, L. R. 5 Ch. 86). The principle is the same as that of a secured creditor (*Kellock's Case*, 16 W. R. 688, L. R. 3 Ch. 769), the right of proof against the surety's estate being in practice the same as having a separate security.

The question that arose in the present case was how the dividends were to be appropriated. Were the dividends paid by the Joint Stock Discount Company, who indorsed the bills of which the Warrant Finance Company were the holders, to be appropriated to reduce the principal—the dividends paid by the Contract Corporation, who accepted the bills, being applied first in payment of interest upon the debt as reduced by the dividends of the Joint Stock Discount Company? or were the dividends of the latter, like those of the Contract Corporation, to be treated as applied in payment of interest, and then of principal? The decision was that the holders were entitled to treat such dividends as ordinary payments on account—*i.e.*, by applying each dividend in the first place to the payment of interest due, and the surplus in reduction of the principal debt. This was the principle recognised by Lord Cottenham in *Bower* v. *Marris* (1 Cr. & Ph. 351) as an established rule in bankruptcy.

ADMINISTRATION OF REAL ESTATE UPON SUMMONS.

Colman v. *Turner*, M.R., 18 W. R. 963.

By the Improvement of Jurisdiction of Equity Act, s. 47, an order for the administration of the real estate of a deceased person may be obtained upon summons, where the whole of such real estate is by *devise, vested* in trustees, who are by the will empowered to sell such real estate and authorised to give receipts. In the present case, where there was no express devise in trust for sale, but a mere power to sell and give receipts, the Master of the Rolls held that the order on the summons was properly made. So the Court made an order on summons where the trust for sale was only implied, in consequence of a charge of debts (*Pigott* v. *Young*, 7 W. R. 235.) The section is clearly remedial, and therefore to be construed liberally.

PRACTICE AS TO THE APPOINTMENT OF RECEIVERS PENDING LITIGATION IN THE COURT OF PROBATE.

Hitchen v. *Birks*, M. R., 18 W. R. 1015.

It is a well-known branch of the jurisdiction to appoint a receiver for the protection of property, pending litigation. Hence, under the old practice, the Court appointed a receiver, pending litigation to determine the right to probate, where administration *pendente lite* could have been obtained from the Ecclesiastical Court (*Atkinson* v. *Henshaw*, 2 V. & B. 85), and even where administration *pendente lite* had been actually granted (*Ball* v. *Oliver*, *ibid* 96). In *Rendall* v. *Rendall* (1 Ha. 152) the Vice-Chancellor Wigram laid it down that where probate or letters of administration have been granted, the Court will not appoint a receiver, pending litigation to recal probate or letters of administration, unless a special case be shown for its interference; and that where probate or letters of administration have not been granted, pending *bonâ fide* litigation to determine the right to probate or letters of administration, it is of course to appoint a receiver, unless a special case be shown against doing so.

The jurisdiction of the Ecclesiastical Court to grant

administration *pendente lite* was established in *Walker* v. *Woollaston*, 2 P. Wms. 576. The Probate Act now provides (section 70) for the appointment of an administrator of the personal estate where the will is contested, or proceedings are pending for obtaining or recalling the grant of probate or letters of administration; and (section 71) for the appointment of a receiver of real estate under similar circumstances. The jurisdiction of the Court of Chancery is not thereby ousted, but inasmuch as no receiver to be appointed by the Court could do anything more in protecting the property than an administrator *pendente lite*, Vice-Chancellor Malins refused to appoint a receiver where such administrator had been already appointed (*Veret* v. *Duprez*, 16 W. R. 750, L. R. 6 Eq. 329). To appoint a receiver in such a case is entirely a matter of discretion (*Grimston* v. *Timms*, 18 W. R. 781), and in the last case upon the subject (*Hitchen* v. *Birks*, *ubi sup.*), the Master of the Rolls held on demurrer that the Court would not now exercise the jurisdiction unless a special case were made. In point of fact, now that an administrator *pendente lite* is able to protect the property as effectually as a receiver, why should the Court appoint a receiver in a suit for the purpose, when the same result can be arrived at with far less expense by motion in the Court of Probate?

COMPANIES ACT, 1862, s. 116—WHO MAY BE SUMMONED TO GIVE INFORMATION.

Swan's case, V.C.S., 18 W. R. 1017.

The Court may, after it has made an order for winding up a company, summon before it any . . . person whom the Court may deem capable of giving information concerning the trade, dealings, estate, or effects of the company (Companies Act, 1862, s. 116). In *Bloxam's case* (36 L. J. Ch. 687) the Vice-Chancellor thought that the words which authorised the Court to summon any person capable of giving information concerning the estate or effects of the company, extend to information concerning the estate or effects of the members of the company, and held that the managing clerk of a bank with which the contributory had an account was a person compellable to give information under the section. And in *Clement's case* (16 W. R. 559), a broker having lodged with the company for registration shares transferred to an infant, who was without apparent means of paying for them, Vice-Chancellor Wood held that the broker was bound to attend and be examined touching the transaction, it being *primâ facie* one to be inquired into. These two decisions were followed in *Swan's case*, where the sister and the nephew of a contributory were required to answer questions touching their relationship with the contributory, who was indebted for calls, which the company were then attempting to recover. It is obvious, said the Vice-Chancellor, that any person possessing means of information which may enable the company to recover what is due to it, is within the meaning of the Act. On the other hand, where a person was merely a policy-holder, and as such a creditor of the company, he was not deemed to be a person capable of giving information (*Re Accidental and Marine Insurance Corporation*, 16 W. R. 116); where, however, the decision rested on the fact of an action by the policy-holder against the company, in which the desired information could have been obtained, had been stayed on the application of the liquidator. It is, of course, necessary in every case to be able to show that the person summoned does possess the means of giving the desired information.

BANKRUPTCY.

ATTORNEY—PRIVILEGED COMMUNICATION—EXAMINATION AS TO THE ACTS, ESTATE, OR DEALINGS OF A BANKRUPT, UNDER BANKRUPTCY ACT, 1861, s. 216.

Ex parte Campbell, Re Cathcart, L.JJ., 18 W. R. 1056.

The law as to privileged communication between client and attorney or client and counsel is laid down in the leading case of *Greenough* v. *Gaskell* (1 M. & K. 98), by Lord Brougham in the following terms:—"If, touching matters which come within the ordinary scope of professional employment, they (*i.e.*, counsel or attorneys) receive a communication in their professional capacity either from a client, or on his account, and for his benefit in the transaction of his business, or, which amounts to the same thing, if they commit to paper, in the course of their employment on his behalf, matters which they knew only through their professional relation to the client, they are not only justified in withholding such matters, but bound to withhold them, and will not be compelled to disclose the information or produce the papers in any court of law or equity, either as a party or a witness."

In the latter part of this statement of the law there is a good deal of that looseness of expression so common in Lord Brougham's judgments. But the point to which we wish to draw attention has to do with facts not with documents; and, so far, Lord Brougham's statement is perfectly correct, and as such, has, been repeatedly adopted by later judges. It will be observed that, according to Lord Brougham's statement, in order to protect an attorney or counsel from the necessity of disclosing a fact which has come to his knowledge, two things must appear. First, it must have been a "*communication*," that is to say he must have learned it directly or indirectly from his client. If he, while acting professionally, has observed a fact for himself or learned it from any source other than his client, he is not privileged from disclosing it; see on this point particularly *Brown* v. *Foster* (5 W. R. 292, 1 H. & N. 736). Secondly, the facts must have been communicated to such persons "*in their professional capacity*." In other words, only such communications are privileged as are made with reference to and for the purpose of the matter in which they are professionally engaged (see upon this point especially *Bramwell* v. *Lucas*, 2 B. & C. 745, and *Gillard* v. *Bates*, 6 M. & W. 547).

These principles were applied in and are well illustrated by the case upon which we are now commenting. In the course of the bankruptcy of Cathcart, a Scotch writer to the signet was examined, who was agent both for the bankrupt and for his father, Sir John Cathcart. He was asked, among other questions, "Where is Sir John Cathcart residing at present?" And he declined to answer, on the ground that he knew Sir John Cathcart's residence only through acting for him as his legal agent. The matter ultimately came before James, L.J., on appeal, who held that the witness was bound to answer. "A solicitor was only protected from disclosing that which had been communicated to him *sub sigillo confessionis*—that is to say, for the purposes of professional advice and assistance. . . . A solicitor might know his client's residence without any professional confidence, and the mere statement that he knew his client's residence only in the character of his solicitor was not enough to protect him from disclosing it. If the client was concealing his residence, and the solicitor only knew it because it was communicated to him as solicitor for the purpose of advising his client, that would be professional confidence, and the solicitor could not be compelled to disclose what had been communicated to him."

A second objection was taken by the witness to the question—namely, that it was not a question "in regard to the acts, estate, or dealings" of the bankrupt, within the meaning of section 216 of the Bankruptcy Act, 1861, the section under which the examination was being taken. The Lord Justice overruled the objection, following therein the decision of the Court of Queen's Bench upon similar words in an earlier Act in *Ex parte Vogel* 2 B. & A. 219. "You might ask a witness questions about the estate of a bankrupt, and it was only reasonable if he could not give you the information, that you should ask him the address of a person who would tell you."

COURTS.

COUNTY COURTS.

LIVERPOOL.

(Before Serjeant WHEELER, Judge.)

Oct. 5.—*Rook* v. *Turner.*

Goods damaged by illegal distress.

This action was brought by an owner of house property in Liverpool, to recover £12 13s., said to have been paid by him owing to the default of the defendant, an auctioneer.

Segar, for the plaintiff, said the plaintiff's case was that on the 18th of May Mr. Rook, being informed that Mrs. Cowley, the tenant of a house owned by him, was removing her furniture, sent a bailiff to distrain for a sum of £3 5s., rent owing. The bailiff, upon his arrival, found that the furniture was packed ready for removal on two carts. He entered the house and went into one of the rooms, when the key was turned upon him and the carts were driven off. He was shortly afterwards released, when he took a car and followed the carts, which he overtook. He took possession of one of them with its load, which he took to the defendant's rooms, where they were deposited. The plaintiff was subsequently advised by his solicitor that he had made an excessive distraint, when, to avert legal proceedings by Mrs. Cowley, he agreed to forego the rent owing, to return the goods seized, and to pay the costs. The defendant then received notice from the plaintiff to give up the goods, and the goods were returned, but the plaintiff was served by Mrs. Cowley with a list of goods alleged to be missing. The £12 13s. claimed was the value of the missing articles. That sum the plaintiff had paid to Mrs. Cowley; and by the present action he sought to recover it from the defendant, the goods being lost, it was said, while they were in his possession. A witness stated that he saw one of the boxes open in Mr. Turner's premises.

Mr. Nordon, for the defence, urged that the action could not be sustained against his client. If any person had a right to sue it would be Mrs. Cowley, and not Mr. Rook. Mr. Rook could not sue for the goods of another person. [Serjeant WHEELER.—It seems to me that he is responsible to Mr. Rook, and he himself is responsible to Mrs. Cowley.] As far as these goods are concerned there is no property in Mr. Rook. [Serjeant WHEELER.—He is the bailee.] I submit not. If a person takes goods to Mr. Turner not seized by process of law, he would then be a bailee. The goods in question were put there by way of impounding them. [Serjeant WHEELER.—Whilst the goods are in his possession he is liable to make good to Mrs. Cowley their fair value.] As to certain goods claimed by another lady, a Mrs. Halliday, which were said to have been taken along with the other goods, Mr. Turner could not be responsible for them. [Serjeant WHEELER.—This being a claim for rent, all goods on the premises, to whomsoever they belonged, were liable to be taken.] No doubt that would be so if the distraint was a lawful one; but the right to follow goods off the premises only applied to the tenant's goods. In this case the goods were actually off the premises, being on a cart in the street.

Serjeant WHEELER said the point raised by Mr. Nordon was an important one. The warrant under which the distraint was made was an authority to enter legally upon the premises occupied, and there seize and distrain. Now, these goods were not "there seized and distrained;" they were seized and distrained in Fox-street. There was one thing, however, to be considered with reference to Mr. Nordon's remarks as to the seizure of Mrs. Halliday's goods. It seemed that some of the articles were in a small box, which was placed in a larger one belonging to Mrs. Cowley. Mr. Nordon submitted that Mr. Rook could not sustain his action, and it seemed to him to be a great hardship to bring Mr. Turner to that court to fight the battle of Mr. Rook.

A number of witnesses in the defendant's employ were called, and said that all reasonable care had been taken of the goods. It was denied that any of the boxes had been broken open.

Serjeant WHEELER said one question was whether ordinary care had been taken by the defendant in reference to those goods. In considering this, he must take into account that the defendant's premises were a public auction room, and were known as such by the plaintiff when he deposited the goods there. Assuming that the goods were not returned, it seemed to him that the defendant was only liable if he had been guilty of a breach of duty. The defendant was not an insurer of the goods, and he did not undertake in any event to return them. He undertook to use all reasonable and proper care in his premises. The plaintiff must take the ordinary risks of such a place as defendant's premises. There was no evidence that the defendant had not taken proper care in keeping these goods; and under all the circumstances he thought the defendant was entitled to a verdict.

APPOINTMENTS.

Mr. MONTAGUE BERE, Q.C., has been appointed Recorder of Bristol, in the room of Sir Robert P. Collier, Attorney-General, who resigned the office to which he was nominated, in deference to the opinion of his constituents at Plymouth. The new recorder is the eldest son of the late Montague Baker Bere, Esq., Commissioner of Bankruptcy for the Exeter district, and Chairman of the Devon Quarter Sessions (who died in 1858), by Wilhelmina Jemima, third daughter of the late Right Rev. Dr. Sandford, Bishop of Edinburgh. Mr. Montague Bere was born on the 9th of July, 1824, and has therefore just completed his forty-sixth year. He was educated at Cheam School, and afterwards proceeded to Balliol College, Oxford, where he graduated B.A. (2nd cl. Math.) in 1846. In May, 1850, he was called to the bar at the Inner Temple, and joined the Western Circuit, also attending the Devonshire Sessions. Mr. Bere was appointed Recorder of Penzance in February, 1857, and continued to hold that office till May, 1862, when he was nominated Recorder of Southampton. He was for some years the leader of the Western Circuit Sessions. In June, 1869, he was made a Queen's Counsel, and was soon afterwards appointed to conduct the inquiry ordered by the Poor Law Board into the irregularities of the St. Pancras Union, which duty he is considered to have performed very ably. At the beginning of the present year, on the transfer of Sir Richard Couch to Calcutta, it was announced that Mr. Montague Bere was appointed to succeed that gentleman as Chief Justice of Bombay; but this appointment did not take effect, it being afterwards decided to raise one of the local judges to the dignity of Chief Justice, and Sir Michael Westropp accordingly received the appointment. Mr. Bere married, in August, 1852, Cecil Henrietta, second daughter of Captain T. W. Buller, R.N., of Strete Ralegh, Exeter, by which lady he has a family of five sons and four daughters.

Mr. GEORGE CHANCE, barrister-at-law, of the Oxford Circuit, has been appointed a magistrate of the Lambeth police court, in the metropolitan district, Mr. H. T. J. Macnamara having withdrawn his acceptance of the vacant magistracy. Mr. Chance was educated at Trinity College, Cambridge where he graduated B.A. (twenty-third wrangler) in 1843; he was called to the bar at Lincoln's-inn in November, 1846. He was a member of the commission appointed a few years ago to inquire into the trades union outrages at Sheffield.

Mr. ROBERT FISHER THOMPSON, solicitor, of Kendal, has been appointed by Mr. T. H. Ingham (Judge of County Courts Circuit No. 3) Registrar of the County Court of Westmorland holden at Kendal, and the appointment has been confirmed by the Lord Chancellor.

Mr. DAVID BLACK, solicitor, of Brighton, has been appointed Solicitor to the Brighton Intercepting and Outfall Sewers Board. He was admitted in 1841, and holds the offices of Town Clerk of Brighton, and coroner for the borough.

Mr. EDMUND FAUNCE HARDWICK, solicitor, of Littlehampton, Sussex, has been appointed Clerk to the Littlehampton Burial Board, in succession to Mr. Robert French, solicitor, who has resigned. Mr. Hardwick was certificated in 1865, and has for some years acted as Deputy Clerk to Mr. French, with whom he has been latterly in partnership.

Mr. William Lawrence, of Newbury, Berks, known for many years past as assistant magistrates' clerk both in the county and borough police courts, died on the 24th of September, aged sixty-four years.

The Lord Chancellor is now the minister in attendance on her Majesty at Balmoral, having left town on the 26th ult., to relieve Mr. Goschen. His lordship will continue at Balmoral until the 10th inst.

GENERAL CORRESPONDENCE.

County Court Jurisdiction.

Sir,—The question which your correspondent, "A Subscriber," in last week's Journal, asks is one which only one man can answer, and his answer will depend on the meaning he attaches to the words "part of a cause of action." Each judge interprets these words for himself, and, of course, differences of opinion exist, and not only do judges differ from each other, but from themselves at different times. The City Court furnishes a case in point of the latter kind of difference. Another case of the kind came under my notice just after the passing of the County Courts Act, 1867, which was the first to give jurisdiction to a Court on the ground that part of the cause of action arose within its district.

An applicant for a summons produced a letter from his debtor ordering goods, and the applicant contended that the receipt of the letter was part of the cause of action within the meaning of the 1st section of the Act. The point was referred to the judge, who decided that the receipt of the letter was not part of the cause of action, inasmuch as it was not an act of the debtor but an act of the creditor, and to found jurisdiction the debtor must have performed some act within the district. Under this dictum the clerks refused to issue summons for several months, when an attorney made an application based solely on the fact of an order for goods having been received by post within the district. The clerk explained the judges' dictum, and the attorney at once went before the judge and stated his case. The judge said of course the receipt of the order by post was an important part of the cause of action and amply sufficient to found jurisdiction; the debtor had made the post-office his agent, and the delivery of the order by his agent was a delivery by himself. I mention these facts to show that if "a subscriber" applies again to either of the courts mentioned he may possibly succeed in getting his summons issued.

The circumstances described by your correspondent are quite as open to opposite and equally conclusive arguments as the case of the receipt of a letter, and he will, of course, see that his question ought to take the form of "What does the judge think?" Mind, not what did he think, but what does he think now? instead of "What constitutes a delivery of goods?"

I have frequently advised wholesale houses to instruct their travellers to obtain from customers written instructions as to the specific mode in which they wish goods to be sent. Such written instructions constitute the sellers clearly the agents of the buyers for that purpose, and I think places the right of the seller to sue in the district indicated by the instructions beyond the reach of even the most ingenious quibble—that is supposing the second dictum relating to the receipt of letter by post be the true one.

Oct. 6. An Old Hand

Blackstone's Commentaries by J. Gifford.

Sir,—Perhaps the author of the notice of the late Mr. Foss in your issue for 17th of September, for which, as a literary student, I beg to thank you, and very much regret that such notices of men who have distinguished themselves in literature are not more frequent, can explain away a difficulty which has frequently been mentioned before.

It is with regard to the "Abridgment of Blackstone's Commentaries," published in 1821, under the name of John Gifford, which is mentioned in your notice as begun by Gifford (a pseudonym used by J. R. Green), and completed by Mr. Foss, and by him published under the name of John Gifford.

Mr. Green, who throughout his life used the name of John Gifford, died in 1818.

In 1823 was published "Blackstone's Commentaries," abridged for the use of students (Lond., 8vo pp. 604), also by John Gifford.

The difficulty is this—are these two abridgments the same, the issue of 1823 being that of 1821 with a new title-page only, or are they two distinct works. I may mention that the edition of 1821 is simply "by John Gifford," whereas that of 1823 is "by John Gifford, the author of the *Life of Pitt*," thus clearly identifying the latter with J. R. Green.

It may perhaps not be known to your readers that John Gifford, who wrote the "English Lawyer," which has passed through upwards of thirty editions, is not the above, but it is a pseudonym of Alexander Whellier.

This is not the first time an explanation of the above has been asked for; amongst other places, I find it referred to in the "Handbook of Fictitious Names of Authors," published in 1868. If you can clear up this point, you will oblige, yours, &c. R. T.

A Case of Prescription.

Sir,—A. lets a field. B., the owner of an adjoining field (which is used as garden land), fills up the ditch which belongs to A., without his knowledge. A. by accident hears that his ditch has been filled up and wishes to have it re-opened, but is told by B. that he claims a right by prescription, it having been filled up and crops grown upon it for more than twenty years. B.'s (A.'s?) tenant has always paid his rent, which, of course, would be as much for the ditch as for any other part of the field.

It appears a hard case that a landlord should by the neglect of his tenant lose his right to property which he supposed he was receiving rent for. I should be obliged by a reference to any similar case that has been tried.

Lex.

OBITUARY.

MR. W. H. GRIFFITHS.

Mr. William Henry Griffiths, barrister-at-law, died at Lindfield, Sussex, on the 23rd September, in his fortieth year. The deceased gentleman, who was a deputy-lieutenant for the county of Middlesex, was the only son of William Griffiths, Esq., of Great Cumberland-place, London, and Lindfield, Sussex. He was educated at Worcester College, Oxford, where he graduated B.A. in 1853. He was called to the bar at the Middle Temple in June, 1854.

MR. G. GRAY.

Mr. George Gray, solicitor, formerly of Newbury, Berks, died at Canterbury on the 16th September, at the age of sixty-one years. He had retired in 1858 from the legal firm of Godwin and Gray, his senior partner being Mr. Henry Godwin, clerk to the county and borough magistrates, and to the commissioners of taxes.

MR. J. J. HUBBARD.

Mr. Joseph John Hubbard, solicitor, of Bucklersbury, City, died at his residence at Upper Clapton on the 25th September, in the sixty-ninth year of his age. Mr. Hubbard was certificated in 1844, and was a commissioner for the Courts of Queen's Bench, Common Pleas, and Exchequer. For many years he filled the office of clerk to the City ward of Candlewick, and was formerly honorary solicitor to the Shipwrecked Fishermen and Marines' Benevolent Institution, and also to the Fishmongers' and Poulterers' Institution. Mr. Hubbard was likewise deputy steward of St. James's, Duke's-place, &c., and his business was at one time chiefly that of a parliamentary agent. Since 1867 he had been in partnership with his son, Mr. David John Hubbard, under the style of Hubbard & Son. He was a member of the Incorporated Law Society.

MR. W. WHISTON.

Mr. William Whiston, senior, solicitor, of Derby, died there on the 31st of September. He was born in the year 1780, and was therefore now in his ninety-first year. In early life he entered the office of the Messrs. Simpson, solicitors, of Derby, with whom he remained for some years. He was admitted a conveyancer at Gray's Inn, about the beginning of the present century, but his admission as an attorney took place in 1815. He continued to practise as a solicitor at Derby from that time down to the end of 1857, when he retired from the active duties of the profession. He was clerk to the county magistrates of Derbyshire for many years, in which office he was succeeded by his son, Mr. William Whiston, the present clerk. The late Mr. Whiston was a member of the old local militia, in which he obtained the commission of ensign in 1809, being promoted in the following year to lieutenant, which rank he held until the disbandment of the corps a few years afterwards. His remains were interred in the new cemetery at Derby on the 6th inst.

NATURALIZATION ACTS, 1870.

INSTRUCTIONS TO ALIENS APPLYING FOR CERTIFICATES OF NATURALIZATION.

1. Any alien desirous to obtain a certificate of Naturalization must present to one of her Majesty's principal Secretaries of State a memorial praying for the grant of such certificate.

2. The memorial must state—

(1.) Of what foreign state the applicant is a subject.

(2.) His name, address, age, profession, trade, or other occupation.

(3.) Whether he is married, and has any childen, under age, residing with him, and if so, to state their names and ages.

(4.) That during the period of eight years preceding the application, the applicant has for five years resided within the United Kingdom (the place or places of such residence being specified), *or* that during the same period of eight years he has for five years been in the service of the Crown (the post in which he served being specified.)

(5.) That he intends to reside in the United Kingdom or to serve under the Crown.

3. The applicant must verify the statements in his memorial by a declaration made before a magistrate or other person authorised to receive such declaration, in pursuance of the Act passed in the fifth and sixth years of his late Majesty King William IV., chapter 62.

4. The statements in the memorial must be further verified, and the respectability and loyalty of the applicant vouched for by a declaration made in like manner by four householders who are natural-born British subjects, and neither of them the agent or solicitor of the memorialist. The declaration may be made by such declarants jointly or by each separately; but each of the declarants must in his declaration state, as to himself, the fact that he is a householder, and a natural-born British snbject, the place of his residence, and the period during which he has personally known the applicant.

5. The fee payable upon the grant of a certificate is £1, which will include payment for the registration both of the certificate and of the oath of allegiance.

6. After obtaining the grant of a certificate, the grantee must take and subscribe the oath of allegiance, a blank form whereof will be annexed to the certificate.

7. The oath of allegiance may be taken and subscribed:—

In England or Ireland—

In the presence of any justice of the peace, or any commissioner authorised to administer oaths in chancery.

In Scotland—

In the presence of any sheriff, sheriff-substitute, or justice of the peace.

8. The fee for the administration of the oath is 2s. 6d., payable as follows:—

In England or Ireland, if the oath is administered by a justice of the peace, to the clerk of such justice, otherwise to the officer administering the oath; in Scotland, if the oath is administered by a sheriff or sheriff-substitute, to the sheriff-clerk or any of his deputes; if by a justice of the peace, to the clerk of the peace or any of his deputes.

9. After taking and subscribing the oath of allegiance the grantee of the certificate shall cause the oath to be registered at the Home Office.

10. After registration, the certificate and oath of allegiance will be re delivered to the grantee of the certificate.

Home Office, August, 1870.

DEDDINGTON.—Mr. Charles Duffell Faulkner, solicitor, of Deddington, Oxfordshire, has been appointed agent for that district to the Liverpool, London, and Globe Insurance Company, in the place of Mr. Henry Churchill, the former agent there. This is the fifth appointment Mr. Faulkner has received since Mr. Churchill's strange disappearance.

The chairmanship of the Court of Quarter Sessions for the county of Hereford, has become vacant by the death of John Freeman, Esq., of Gaines, in that county, who expired at his seat on the 4th of October. One of the late Mr. Freeman's daughters is married to Charles J. Sidebottom, Esq., police magistrate of Worcester.

Judge Gillespie, of Bellville, Ill., has decided that there is no law in that state to punish adultery where both parties are white.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Oct. 7, 1870.

From the Official List of the actual business transacted.

3 per Cent. Consols, 92⅜	Annuities, April, '85
Ditto for Account, Nov. 3, 92½	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 91	Ex Bills, £1000, — per Ct. 7 p m
New 3 per Cent., 91	Ditto, £500, Do — 7 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 7 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4¼ per Ct. (last half-year)
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 206	Ind. Enf. Pr., 5 p C., Jan. '72 100
Ditto for Account	Ditto, 5½ per Cent., May, '79 107½
Ditto 5 per Cent., July, '80 110½	Ditto Debentures, per Cent., April, '84 —
Ditto for Account, —	Do. Do, 5 per Cent., Aug. '73 103
Ditto 4 per Cent., Oct. '88 100½	Do. Bonds, 4 per Ct., £1000 20 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 20 p m
Ditto Enfaced Ppr., 4 per Cent. 93	

RAILWAY STOCK.

Shres	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	86
Stock	Caledonian	100	76
Stock	Glasgow and South-Western	100	114
Stock	Great Eastern Ordinary Stock	100	37⅜
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	132½
Stock	Do., A Stock*	100	134½
Stock	Great Southern and Western of Ireland	100	—
Stock	Great Western—Original	100	71
Stock	Lancashire and Yorkshire	100	131
Stock	London, Brighton, and South Coast	100	41
Stock	London, Chatham, and Dover	100	12½
Stock	London and North-Western	100	124½
Stock	London and South-Western	100	87¼
Stock	Manchester, Sheffield, and Lincoln	100	45
Stock	Metropolitan	100	66½
Stock	Midland	100	126½
Stock	Do., Birmingham and Derby	100	96
Stock	North British	100	32½
Stock	North London	100	115
Stock	North Staffordshire	100	59
Stock	South Devon	100	47
Stock	South-Eastern	100	73
Stock	Taff Vale	100	165

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

During the greater part of the week the funds were daily gaining strength, on a prevailing idea that peace *must* come before long. Railways also were decidedly firm and the general foreign market nearly as much so. A reaction then took place, which, however, was of very short duration, and to-day, with the commencement of the payment of dividends, has witnessed a further increase of strength in Government securities, while the railway market, though the transactions have been small in extent, has been exceedingly firm. In foreign securities also the few changes of the last day have been principally upward.

BAGGAGE OF PASSENGERS.—We call the attention of our readers to the opinion of the United States Court for the district of Mississippi, delivered by Hill, J., in the case of George F. Ring and wife against the steamer Robert E. Lee, holding that the steamer was not liable for the personal jewelry of Mrs. Ring which she left in her state-room in a small carpet-bag, and had stolen therefrom while she was taking supper as a passenger upon the steamer. It is often a difficult question to determine what articles will be considered a lady's ordinary personal baggage, and under what circumstances a common carrier will be held liable for their value in case of loss. The learned judge states in his opinion that under our recent modes of travel the strict rule, as applied to common carriers in England, and perhaps in this country, has been very properly modified. We remember a case where a gentleman who was a passenger upon a steamer upon the Mississippi river some years ago had his bowie knife and duelling pistols stolen, and it was held they were a portion of a gentleman's ordinary baggage, and that the steamer was liable as a common carrier for this loss. It would be difficult to find a court that would make such a decision now.—*Chicago Legal News.*

HULL.—At the monthly meeting of the Local Board of Health, held on the 29th of September, the subject of the Law Clerk's (Mr. C. S. Todd's) charges in the case of *Reckitts* v. *The Local Board* was discussed, and the following resolution, framed by the sub-committee, was adopted:—"That, considering the difficulty which arises from an unprofessional examination, and believing, as the result of their inspection, that there are various items in your solicitor's account which would be

disallowed by the Taxing Master, your Committee recommend that the bill, and along with it the resolution of 7th June, 1860, containing the terms on which the Law clerk's salary was raised, should be submitted to the Taxing Master, and that the chairman of the works committee attend at the appointed time before him." The resolution of June, 1860, above referred to, stated that the law clerk was to do all conveyancing, chancery, and common law business, &c., without any payment beyond his regular salary.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BAYLEY—On Oct. 3, at Aldershot, the wife of W. H. Bayley, solicitor, of a son.

COWELL—On Aug. 7, at Calcutta, the wife of Herbert Cowell, Esq., barrister-at-law, of a son.

COZENS-HARDY—On Oct. 4, at 48, Clarendon-road, Nottinghill, the wife of Herbert H. Cozens-Hardy, barrister-at-law, of a daughter.

STEVENS—On Oct. 6, at Ferndale Lodge, Finchley, the wife of Henry Stevens, Esq., of Gray's-inn, of a daughter.

MARRIAGES.

GAWTRESS—BROUGHTON—On Sept. 28, at Askern Church, Henry Gawtress, of the Middle Temple, barrister-at-law, to Mary, youngest daughter of Godfrey Broughton, of Askern, near Doncaster.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, Sept. 30, 1870.

LIMITED IN CHANCERY.

International Agricultural Credit Bank (Limited).—Creditors are required, on or before Nov. 1, to send their names and addresses, and the particulars of their debts or claims, to George Augustus Cape, of 8, Old Jewry. Thursday, Dec. 1, at 12, is appointed for hearing and adjudicating upon the debts and claims.

TUESDAY, Oct. 4, 1870.

LIMITED IN CHANCERY.

Salkeld and Company (Limited).—Petition for winding up, presented Sept. 20, directed to be heard before Vice-Chancellor Bacon, at the Barrington Arms Inn, Shrivenham, Berks, on Oct. 13. Hill & Hoyle, Cannon-street, for Hoyle & Co, Newcastle-upon Tyne, solicitors for the petitioners.

Friendly Societies Dissolved.

FRIDAY, Sept. 30, 1870.

Druids Friendly Society, George-Inn, Ainesbury, Wilts. Sept. 26.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Sept. 30, 1870.

Barnes, Ann, Haverinatte-Bower, Essex, Widow. Oct 24. Boys & Tweedies, Lincoln's-inn-fields.

Beckett, Laura Eliza, Bedford-pl. Russell-sq, Widow. Oct 31. Levy, Surry-st, Strand.

Burn, Wm, Stratton-st, Piccadilly, Architect. Nov 7. Miller & Smith, Watling-st.

Cates, Hy, Wilton-mews, Wilton-st. Belgrave-sq, Job Master. Oct 31. Smith & Son, Furnival's-inn, Holborn.

Eden, Wm, Norton, Durham, Brewer's Clerk. Nov 8. Crosby, Stockton-on-Tees.

Furniss, Martin, Mansfield, Nottingham, Gent. Nov 12. Parsons, Mansfield.

Green, Willoughby, Leeds, Machinist. Dec 1. Yewdall, Leeds.

Gresty, Geo, Middlewich, Chester, Ironmonger. Oct 27. Cooke, Middlewich.

Hardman, Martha, Oak-hill, nr Rawtenstall, Lancaster, Widow. Oct 29. Woodcock & Sons. Haslingden.

Jenkins, Thos. Wilson st, Finsbury, Milkman. Oct 22. Lott & Rogers, Bow-lane, Cheapside.

Lynch, Hy Jas, Harrowgate, York, Inspector of Schools. Dec 1. Leadbitter, Newcastle-upon-Tyne.

Lowe, Alice, Higher Broughton, nr Manch. Dec 5. Withington & Petty, Manch.

Macers, Edward, Sutton, Surrey, Builder. Nov 7. Purrier & Son, Union-ct, Old Broad-st.

Mendham, Wm, Admaston, Stafford, Farmer. Oct 26. Charles, Rugeley.

Miller, Mary, Seymour-st, Connaught-sq, Spinster. Dec 1. Blachford & Riches, 61 Swan-alley, Moorgate-st.

Millett, Hannibal Carnow, Otchampton, Devon, Esq. Oct 31. Coode & Co, Bedford-row.

Moore, Wm White, Grove-end-rd, St John's-wood, Retired Colonel. Oct 31. Emslie & Co, Leadenhall-st.

Payne, Wm, Hatchlands, Cuckfield, Sussex, Esq. Nov 24. Tamplin & Taylor, Fenchurch-st.

Royston, Wm, Uttley, York, Gent. Nov 5. Pickop, Blackburn.

Rolfe, Hy, Charterhouse-bldgs, Bookseller. Oct 29. Armstrong, Old Jewry.

Seymour, Edward, or Seaman, Mayfield, Sussex, Brick Maker. Nov 4. Sprott, Mayfield.

Silver, Geo Griffiths, Kennington-lane, Master Baker. Oct 30. Shaen & Grant, Kennington-cross.

Smith, Mary, Quarrygill, Cumberland, Spinster. Nov 1. Boote & Edgar, Manch.

Wing, Chas, Bridge-rd, Hammersmith, Surgeon. Oct 31. Wing & Duncan, Gray's-inn-sq.

TUESDAY, Oct. 4, 1870.

Barrow, Samuel, Leicester, Gent. Oct 31. Stretton.

Everett, Edward, East Harnham, Wilts, Esq. Oct 30. Wilson & Co, Salisbury.

Garford, Arthur, Epsom, Surrey. Dec 1. Markby & Tarry, Coleman-st.

Gray, Sarah, Britford, Wilts, Widow. Oct 30. Wilton & Co, Salisbury.

Grimwood, Harriett, Lucy-rd, Upper Holloway, Spinster. Nov 4. Girdwood, Verulam-bldgs, Gray's-inn.

Gurney, Edmund, Clevedon, Somerset, Grocer. Oct 21. Woodforde.

Knowland, Geo, Bristol, Licensed Victualler. Jan 10. Benson & Elletson, Bristol.

Lauder, Robert, King Henry-st, Stoke Newington, Licensed Victualler. Nov 14. Cronin, Southampton-row, Bloomsbury.

Lopes, Susan Gibbs, Upper Grosvenor-st. Dec 1. Domville & Co, New-sq, Lincoln's-inn.

Richmond, Thos, Stockton-on-Tees, Durham, Esq. Oct 31. Newby & Co, Stockton-on-Tees.

Sullivan, Timothy, Spencer-st, Shoreditch. Nov 3. Watson, Finsbury-pl South.

Voss, Wm, West Bucknowle, Dorset, Esq. Oct 31. Marshfield, Wareham.

Womersley, Benj, Brighouse, York, Farmer. Oct 10. Chambers & Chambers, Brighouse.

Bankrupts.

FRIDAY, Sept. 30, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Cousons, Thos Bagley, Cornhill, Ship Valuer. Pet Sept 28. Hazlitt. Oct 13 at 11.30.

Haines, Joseph Chas, Duke-st, Manchester-sq, Auctioneer. Pet Sept 24. Murray. Oct 10 at 1.

Weaver, S. W. Essex-rd, Islington, Grocer. Pet Sept 26. Hazlitt. Oct 10 at 1.

To Surrender in the Country.

Brocklebank, Thos Rose, Barnsley, York, Boot Dealer. Pet Sept 28. Bury. Barnsley, Oct 13 at 11.

Davis, Richd Owen, Milton-next-Gravesend, Kent, Licensed Victualler. Pet Sept 28. Acworth. Rochester, Oct 14 at 12.

Dixon, Wm, & Emma Clarkson, Holbeck, Leeds, Drapers. Pet Sept 27. Marshall. Leeds, Oct 14 at 11.

Lee, Jas, Exeter, Builder. Pet Sept 26. Daw. Exeter, Oct 12 at 1.

Quiggin, Thos, Birkenhead, Cheshire, Boot Dealer. Pet Sept 28. Wason. Birkenhead, Oct 13 at 10.

Spanton, Alfd, Hunstanton, Norfolk, Attorney. Pet Sept 27. Partridge. King's Lynn, Oct 11 at 11.

Thurlow, Lancelot, Newington, nr Sittingbourne, Kent, Tailor. Pet Sept 28. Acworth. Rochester, Oct 25 at 2.

TUESDAY, Oct. 4, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bath, Edwd John, High-st, Whitechapel, Printer. Pet Sept 30. Hazlitt. Oct 17 at 12.

Frith, Joseph, Trinity-sq, Tower-hill, Hotel-keeper. Pet Sept 30. Hazlitt. Oct 17 at 11.

To Surrender in the Country.

Gowland, Thos Stafford, Eastbourne, Sussex, Bookseller. Pet Sept 29. Blaker. Lewes, Oct 17 at 12.

Hill, John, Lpool, Metal Broker. Pet Sept 30. Hime. Lpool, Oct 19, at 2.

Lawson, John, jun, Whitstable, Kent, Builder. Pet Oct 1. Callaway. Canterbury, Oct 31 at 2.

Lord, Wm, Oldham, Lancashire, Cotton Waste Dealer. Pet Sept 29. Buckley. Oldham, Oct 17 at 11.

Michell, John, Newton Abbot, Devon, Draper. Pet Oct 3. Daw. Exeter, Oct 15 at 11.

Potts, John, & Jas Cliff, Lpool, Brewers. Pet Sept 29. Hime. Lpool, Oct 18 at 2.

Ruane, Jas, Sale, Cheshire, Coach Proprietor. Pet Sept 29. Kay. Manch, Oct 27 at 9.30.

Rylands, Joseph, Kingston-upon-Hull, Cotton Spinner. Pet. Phillips. Kingston-upon-Hull, Oct 17 at 11.

Sinclair, Robert, South Mims, Middx, Victualler. Pet Sept 28. Harris. Barnet, Oct 18 at 11.

BANKRUPTCIES ANNULLED.

FRIDAY, Sept. 30, 1870.

Atkinson, Benj, Leeds, Innkeeper. Sept 23.